

|  |  |   |  |  |   |   |            |
|--|--|---|--|--|---|---|------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br/>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>  |  |   |  | 1. REQUISITION NO.   |   | PAGE 1 OF 80  |            |
| 2. CONTRACT NO.  |  | 3. AWARD/EFFECTIVE DATE                     |  | 4. ORDER NO.   |   | 5. SOLICITATION NUMBER<br>VA119A-16-R-0196  |            |
|  |  |   |  |  |   | 6. SOLICITATION ISSUE DATE<br>07-27-2016  |            |
| 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME<br>Tamara Dean (tamara.dean@va.gov) |  |  |   | b. TELEPHONE NO. (No Collect Calls)<br>240-215-1642   |            |
|  |  |   |  |  |   | 8. OFFER DUE DATE/LOCAL TIME<br>08-15-2016<br>12:00 PM ET   |            |
| 9. ISSUED BY<br>Strategic Acquisition Center - Frederick<br>Department of Veterans Affairs<br>321 Ballenger Center Drive, Suite 125<br><br>Frederick MD 21703  |  |   |  | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:<br><br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> EDWOSB<br><input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br><input type="checkbox"/> 8(A)<br>NAICS: 561422<br>SIZE STANDARD: \$15 Million |   |   |            |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input checked="" type="checkbox"/> SEE SCHEDULE  |  | 12. DISCOUNT TERMS                          |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>  |   | 13b. RATING<br>N/A  |            |
|  |  |   |  |  |   | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP |            |
| 15. DELIVER TO<br>Strategic Acquisition Center - Frederick<br>Department of Veterans Affairs<br>321 Ballenger Center Drive, Suite 125<br><br>Frederick MD 21703  |  |   |  | 16. ADMINISTERED BY<br>Strategic Acquisition Center - Frederick<br>Department of Veterans Affairs<br>321 Ballenger Center Drive, Suite 125<br><br>Frederick MD 21703   |   |   |            |
| 17a. CONTRACTOR/OFFEROR CODE   |  | FACILITY CODE                               |  | 18a. PAYMENT WILL BE MADE BY<br>Strategic Acquisition Center - Frederick<br>Department of Veterans Affairs<br>321 Ballenger Center Drive, Suite 125<br><br>Frederick MD 21703  |   |   |            |
|  |  |   |  | PHONE: FAX:  |   |   |            |
| TELEPHONE NO.  |  | DUNS: DUNS+4:                               |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br><input type="checkbox"/> SEE ADDENDUM  |   |   |            |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |  |   |  |  |   |   |            |
| 19. ITEM NO.   | 20. See CONTINUATION Page<br>SCHEDULE OF SUPPLIES/SERVICES   |   |  | 21. QUANTITY   | 22. UNIT  | 23. UNIT PRICE  | 24. AMOUNT |
|  | OSDBU Contact Center Services<br><br>Submit proposal intentions to <a href="mailto:Tamara.Dean@va.gov">Tamara.Dean@va.gov</a> and <a href="mailto:Julie.Partridge@va.gov">Julie.Partridge@va.gov</a> by 12:00 PM ET August 3, 2016<br><br>Submit questions to <a href="mailto:Tamara.Dean@va.gov">Tamara.Dean@va.gov</a> and <a href="mailto:Julie.Partridge@va.gov">Julie.Partridge@va.gov</a> by 12:00 PM ET August 1, 2016<br><br>Response due date: See Block 8<br><br>Contract Type: Single-Award FFP<br><br>Set-aside: 100% SDVOSB<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) |   |  |  |   |   |            |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page  |  |   |  |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)   |   |            |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.<br><input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |  |   |  |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: |   |            |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |  |   |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   |   |   |            |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  |  | 30c. DATE SIGNED                            |  | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)   |   | 31c. DATE SIGNED  |            |

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## **SECTION B - CONTINUATION OF SF 1449 BLOCKS**

### **B.1 CONTRACT ADMINISTRATION DATA**

(Continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 36C10X  
Strategic Acquisition Center - Frederick  
Department of Veterans Affairs  
321 Ballenger Center Drive, Suite 125  
Frederick MD 21703

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the Contractor will be made in accordance with FAR 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management.

3. INVOICES: Invoices shall be submitted in arrears M, upon delivery and acceptance of deliverables by the Government. In accordance with FAR 52.232-25 (a) (3), only proper invoices that contain documentation of services performed will be accepted.

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the Contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

5. ELECTRONIC INVOICE SUBMISSION  
FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL  
FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

**Contractor POC:** TBD

**Contracting POC:** TBD

**COR (Contracting Officers Representative):** TBD

**Contract/Task Order Number:** TBD

**Purchase Order Number:** TBD

#### **Vendor Electronic Invoice Submission Methods:**

Fax, email and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted data transmissions below.

- VA's Electronic Invoice Presentment and Payment System – The Financial Services Center (FSC) in Austin, TX uses a third-party Contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.
- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site is <http://www.x12.org>.

**Vendor e-invoice Set-up information:**

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center in Austin, TX for payment processing. If you have questions about the payment status of a properly submitted invoice, the e-invoicing program, or Tungsten, please contact the FSC at the phone number or email address listed below.

- Tungsten e-Invoice setup information: 1-877-489-6135
- Tungsten e-Invoice email: [VA.Registration@tungsten-network.com](mailto:VA.Registration@tungsten-network.com)
- VA TUNGSTEN Number: AAA544240062
- FSC e-Invoice contact information: 1-877-353-9791
- FSC e-Invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)
- <http://www.fsc.va.gov/einvoice.asp>

**COMMUNICATIONS:**

- <https://www.federalregister.gov/articles/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>
- <http://fcw.com/articles/2012/11/27/va-epayments.aspx?s=fcwdaily>

6. ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

| AMENDMENT NO | DATE |
|--------------|------|
|              |      |
|              |      |
|              |      |
|              |      |
|              |      |
|              |      |

## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-10 VA Notice of Total Service Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

## **B.3 PERFORMANCE WORK STATEMENT**

### **0.0 TITLE**

Department of Veterans Affairs (VA), Office of Small and Disadvantage Business Utilization (OSDBU)  
Contact Center Services

### **1.0 BACKGROUND**

To support the MyVA Integrated Plan, the Department of Veterans Affairs (VA), Office of Small and Disadvantage Business Utilization (OSDBU) has a need for Contact Center support services.

OSDBU's mission is to expand small business participation in Government procurement opportunities through aggressive research, enhanced verification, analysis, outreach, training, program modernization, promotion of Veteran employment, and Information Technology (IT) enhancements through various strategies and programs. In order for OSDBU to achieve its objectives, Contact Center support is needed in each of the five OSDBU directorates to include the Center for Verification and Evaluation (CVE), Acquisition Support (AS), Strategic Outreach and Communications (SOC), Direct Access Program (DAP), and Operations.

1. The CVE is responsible for verification of Veteran ownership and control of small businesses in accordance with applicable laws. The CVE consists of verification operations, support, and Verification Assistance.
2. The AS is responsible for identification and promotion of procurement opportunities in support of VA socioeconomic goals, to reduce perceived risk to the VA on procuring goods and services from small businesses, and to ensure adherence to Federal and VA small business procurement policies.
3. The SOC is responsible for engagement with small businesses and promotes small business awareness of opportunities, access to procurement decision makers, and procurement readiness of small businesses through communications, events, educational activities, research, and analysis. SOC is responsible for communications, engagement (outreach), education and training with both internal and external customers that support or engage with the small business community.
4. The DAP is responsible for providing access to procurement opportunities through structured, screened, and periodic events which are comprised of a business opportunity session, networking tables, and education. Two categories within DAP's responsibility are the National Veterans Small Business Engagement (NVSBE) and business engagement.
5. Lastly, the Operations Directorate focuses on the internal efficiency and effectiveness of OSDBU business processes and service delivery. Operations include the management and delivery of services and products to OSDBU directorates enabling staff to better serve small veteran owned businesses. Operations include Contact Center, human capital, financial, security, administrative, logistical and IT, and support functions that are critical to the OSDBU mission.

In order for OSDBU to support the MyVA Integrated Plan, OSDBU identified the following strategic goals:

1. Strategic Goal 1: Drive VA transformation through strategic human capital engagement, development, and talent acquisition.
2. Strategic Goal 2: Cultivate and sustain a culture of performance excellence within OSDBU that embodies VA values and supports our customers by developing and implementing excellent Contact Centers.

3. Strategic Goal 3: Cultivate and sustain a culture that advocates for Veteran employment within VA that can serve as a model for other organizations.

Like VA, OSDBU must be an effective customer service organization. Complicated application processes, long processing timelines, or difficulties getting information impact the client's experience and satisfaction. Veterans deserve a support system that is responsive to their needs. OSDBU must keep pace with Veterans' and acquisition professionals' expectations and transform its customer services by soliciting regular customer feedback, streamlining processes, and delivering consistent service across customer preferred channels.

## 2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this PWS, the following documents are applicable. The Contractor shall also conduct tasks in accordance with current VA directives and guidance located at <http://www.va.gov/vapubs/>.

- a. Public Law (PL) 109-461, Veterans Benefits, Health Care, and Information Technology Act of 2006
- b. PL 111-275, Veteran's Benefits Act of 2010
- c. 38 Code of Federal Regulation (CFR) Part 74, Veterans Small Business Regulations
- d. OSDBU and CVE Standard Operating Procedures (SOP)
- e. OSDBU and CVE Operational Memoranda
- f. OSDBU and NVSBE Websites
- g. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
- h. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
- i. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, [http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=487&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FType=2)
- j. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, [http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=86&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=86&FType=2)
- k. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
- l. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information", October 28, 2015
- m. VA Handbook 6500.6, "Contract Security," March 12, 2010
- n. National Institute Standards and Technology (NIST) Special Publications (SP)
- o. VA Directive 6508, Implementation of Privacy Threshold Analysis and Privacy Impact Assessment, October 15, 2014
- p. VA Directive 6300, Records and Information Management, February 26, 2009
- q. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
- r. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, October 26, 2015
- s. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 24, 2014
- t. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
- u. OMB Memorandum 05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
- v. OMB memorandum M-11-11, "Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011
- w. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008



- x. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
- y. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
- z. NIST SP 800-63-2, Electronic Authentication Guideline, August 2013
- aa. Draft NIST Special Publication 800-157, Guidelines for Derived PIV Credentials, March 2014
- bb. VA Memorandum, VAIQ #7100147, Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12), April 29, 2011 (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
- cc. Public Law 109-461, "Veterans Benefits, Health Care, and Information Technology Act of 2006" (reference <http://www.gpo.gov/fdsys/pkg/PLAW-109publ461/pdf/PLAW-109publ461.pdf>)
- dd. Public Law 111-275, "Veterans' Benefits Act of 2010" (reference <http://www.gpo.gov/fdsys/pkg/PLAW-111publ275/pdf/PLAW-111publ275.pdf>)
- ee. 38 CFR Part 74, "Veterans Small Business Regulations" (reference <http://www.ecfr.gov/cgi-bin/text-idx?SID=95bdc5f8030f8effb8958857b8c7ffeb&mc=true&node=pt38.2.74&rgn=div5>)

### 3.0 SCOPE OF WORK

The Contractor shall provide a turn-key, full-service Contact Center operation to include oversight, staff, training, work space, equipment, supplies, software, automated response, and call distributor solutions, including all computers, phones, and telephone related lines and cables. The Contractor is responsible for the installation of the cable/wire at the Contact Center facilities.

As the first responder to inquiries, the Contact Center's desired objective is to provide internal and external VA customers with an initial point of contact regarding small business questions or inquiries. Subsequently, the Contractor shall provide the customer with timely and quality assistance and information and ensure timely resolution.

The Contractor shall be knowledgeable of industry best practices in customer service, Contact Center operations, and prescribed rules of conduct concerning privacy and confidentiality of information to provide a fully integrated, tiered Contact Center (first contact) support solution, extending the customer services capabilities of OSDDBU. The Contractor shall ensure the Contact Center procedures and knowledge management data is in accordance with the Performance Standards and Acceptable Quality Levels (AQLs) (See PWS Section 10) and shall maintain Standard Operating Procedures (SOPs).

Contact Center personnel shall provide multifunctional support services in order to assist OSDDBU directorates and programs. Contact Center support services shall include creating a tiered process to forward calls received by the OSDDBU Contact Center to one of the appropriate cognizant OSDDBU directorates. The Contractor shall collect Contact Center information regarding timeliness, courtesy, information accuracy, metrics and key performance indicators, forecasting, scheduling, call satisfaction audits, systematic listening and feedback system, quality monitoring, and agent performance scorecard. The Contractor shall process and analyze Contact Center data and propose possible adjustments to Contact Center procedures, staffing, equipment, and operations and services.

The Contact Center shall assist internal and external customers who have questions or inquiries about OSDDBU, its mission, directorates, and services. The OSDDBU provides these services in four constituent groups, (1) Veterans/Veterans small business owners, (2) VA and federal agency procurement professionals, (3) Congressional members and staff and (4) Veteran service associations. The Contractor shall possess the capability to respond quickly and provide fully managed, multi-channel inquiry response and management solutions during OSDDBU-related crisis situations and have the capability to measure and control the delivery of information services to meet the evolving needs of the Veterans. The Contractor shall provide solutions that comply with federal information systems security requirements; gain and sustain access to commercial off-the-shelf, state-of-the-art technology; control

information dissemination costs; create a work environment conducive to performance excellence; and establish an effective work process infrastructure that leverages technology to carry out the OSDBU mission

#### **4.0 CONTRACT TYPE**

The contract will be a Firm-Fixed Price (FFP) single-award Contract.

#### **5.0 PERIOD OF PERFORMANCE**

The Period of Performance (POP) shall be six months from date of award, with two options for 12 months each.

Business hours for Contact Center operations are Monday through Friday, 8:00 AM to 6:00 PM Eastern Time. Work shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

Federal law (5 U.S.C. § 6103) establishes the public holidays listed for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a non-workday - Saturday or Sunday - the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday). Visit <http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/> to see holidays for a specific year.

In the event of an internal OSDBU emergency (e.g. a Personal Identification Information (PII) security breach) the CO may request the Contractor to temporarily extend the hours of operation to as much as 12 hours per day, seven days per week for the purpose of addressing the emergency issue and disseminating information to the appropriate OSDBU stakeholders. The Contractor shall be required to adhere to the temporary hours within a 24 hour advanced written notice from the CO.

#### **6.0 PLACE OF PERFORMANCE**

Tasks under this PWS shall be performed at the Contractor's facilities, the address of which shall be identified in the proposal and shall be within the Continental United States (CONUS) and under U.S. jurisdiction.

The Contractor shall attend program related meetings (in accordance with Deliverable 7.2.1 Weekly Status Meetings & Minutes and Deliverable 7.2.3. Quarterly Briefings Report & Minutes below) at OSDBU Headquarters located at 801 I Street NW, Washington D.C. 20536, or other designated metro D.C. locations.

##### **6.1 Travel**

There is no travel anticipated for this contract. Local travel within a 50-mile radius from the Contractor's facility or assigned Government facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the Contractor's facility will not be reimbursed.

## 7.0 SPECIFIC TASK AND DELIVERABLES

### 7.1 Task 1 – Program Management

#### 7.1.1 Kick-Off Meeting & Minutes

The Contractor shall not commence performance on the tasks in this PWS until the CO has conducted a kick-off meeting, or has advised the Contractor that a kick-off meeting is waived. The contract kick-off meeting shall take place at the designated OSDDBU Headquarters in Washington, D.C. within five business days after award. Primary Contractor personnel shall attend in person; travel will not be reimbursed. The Contractor shall create kick-off meeting minutes and provide copies to the COR and CO within three business days after the kick-off meeting.

#### 7.1.2 Program Management Plan (PMP)

Within five business days after the kick-off meeting, the Contractor shall submit a draft PMP in the form of both a narrative and graphic format that includes the schedule, milestones, risks, and resource support. The final PMP is due 10 business days after the kick-off meeting and updated once annually. The PMP shall include, at a minimum, the following:

- a. A process for the execution and closeout phases of the project, to address all stages necessary to develop and complete deliverables;
- b. Major milestones and a detailed process for identifying, analyzing, and approving changes to approved schedules, documents, requirements, deliverables and resources;
- c. Project management, audits, and quality control;
- d. Status updates of transition activities;
- e. Risk management and mitigation strategies;
- f. Process and service efficiency;
- g. Recruiting, retention, and training; and
- h. A closeout management strategy to ensure all project tasks and deliverables have been completed and delivered to the COR. The plan shall document lessons learned and feedback from participants/applicants.

#### 7.1.3 Training Program Management Plan (TPMP)

At a minimum, all Contractor Key Personnel (See Section 9.3) shall undergo eight hours of Customer Service Training and four hours of Sustainment Training annually. The training should include topics covering Customer Service over the Phone, Enhancing the Customer Experience, Dealing with Confrontation and Conflict, and Building Rapport.

OSDBU will provide initial training on the verification process, the Verification Case Management System and Veterans Enterprise Management System (VCMS/VEMS) software application, Contractor's Contact Center staff is expected to be proficient in utilizing VCMS/VEMS in order to be able to assist the Veterans. OSDBU will provide material to support initial training and testing to Contractor personnel at the kick-off meeting and will be prepared to begin training within five business days after the kick-off meeting. All training for qualification and any re-qualification training for this contract will take place virtually.

The Contractor shall be responsible for generating a Training Program Management Plan (TPMP) and training program including the Government's training materials and any other materials deemed appropriate by the Contractor. The Contractor's training program shall include a plan for how the Contractor intends to train its staff and how often. The Contractor's training program shall be in the "train-the-trainer" format. This will include access to the OSDBU network resources, Standard Operating

Procedures (SOPs), the knowledge management website, frequently asked questions and answers scripts, business rules, response formats, return call procedures, and applicable guidelines and reference materials. Train-the-trainer shall take place at the Contractor's facilities.

Successful completion of the training sessions will be measured by the call agents' ability to meet the quality standards. Contractor shall monitor its staff's training certificates which shall be made available to the COR upon request. The Contractor shall ensure immediate release of any Contractor employee from this contract that does not successfully complete all training sessions.

The Contractor shall provide information for training updates as required by changes in laws, regulation, current event, Contact Center Standard Operating Procedures (SOPs), or business processes. The Contractor shall incorporate updates into its training program within five business days.

The Contractor shall train and maintain the required knowledgeable staff throughout the life of the contract, to include training replacement of Contact Center agents, supervisory/management personnel due to attrition, and providing current, refresher, and remedial training as necessary to ensure quality standards are maintained.

The accuracy and precision of the information the contact agent provides to the customer or records into the Contact Center and government applications (or other application) are critical to quality service and the OSDDBU mission. The Contractor shall have a knowledge management website for maintaining the minimum requirements and maintaining service quality, information accuracy and agent proficiency. The knowledge management website shall include how the Contractor shall conduct and maintain a comprehensive and continuous training program providing agents with the appropriate knowledge and current information to perform services required. It shall address the five main roles of knowledge management namely; knowledge acquisition, utilization, adaptation, dissemination and generation. A knowledge base is defined as a centralized database of dynamic information.

The draft TPMP is due with proposal submission and the final TPMP due within 10 business days after the kick-off meeting and updated once annually.

#### 7.1.4 Quality Control Plan (QCP)

The Contractor shall develop and maintain a QCP to meet the quality standards established in the PWS. When approved by the COR, the QCP shall be incorporated into the contract and the Contractor shall operate under the QCP. The Contractor shall create a detailed QCP to include, but not be limited to:

- a. A description of how the quality of all services and deliverables will be gauged and controlled to ensure conformance to contract requirements. The description shall include specifics as to the areas, items, and deliverables to be inspected, on both a scheduled and unscheduled basis, and frequency of inspections.
- b. A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- c. A description of the records to be kept to document inspections and corrective or preventive actions taken.
- d. Contractor staff that does not meet acceptable quality levels (per PWS Section 10) should be counseled, retrained, or released expeditiously from the contract in accordance with the contractors QCP.
- e. The records of inspections, audits and results shall be maintained and used to improve services, and made available to the CO and COR, when requested, throughout the contract performance

period and for the period after contract completion until final settlement of any claims under this contract. This is VA-owned information.

The Contractor shall provide performance results, completed quality assurance evaluation forms, and a summary report to the COR as part of the Monthly Metric Report identified in Section 7.2.2. The draft QCP is due with proposal submission and the final QCP due within 10 business days after the kick-off meeting and updated once annually.

#### 7.1.5 Standard Operating Procedures (SOPs)

The Contractor shall draft the Contact Center Standard Operating Procedures (SOPs), and propose changes to the SOPs as needed, based on information, data analysis, and industry benchmarks. The SOPs shall contain: handling call escalations; notifications to OSDBU; meeting the minimum Contact Center performance measures; process and service efficiency; utilizing customer feedback; and processes for quality and compliance. The Contractor shall submit recommendations to modify the Contact Center SOPs which will serve to improve customer service and efficiency. The SOPs are due semi-annually and the Government required changes must be completed within three business days after review. The Contractor shall draft all documents required in order to staff/coordinate proposed SOP changes to be approved by the COR. Contractor shall obtain staff signatures acknowledging that they have read and understand the SOPs and all privacy, confidentiality, and security requirements.

#### 7.1.6 Script Updates

The Contractor shall respond to inbound and outbound calls in English based on approved scripting. The Contractor shall maintain telephone, chat, and email scripts. The Contractor shall propose procedures or other methods that would increase Contact Center efficiencies for either the Contractor or OSDBU. The Contractor shall make improvements to scripts based on analysis and metrics associated with the Contact Center.

At no time shall the Contact Center Contractor staff provide opinions or advice, instead relying on OSDBU furnished scripts or the provided frequently asked questions in accordance with OSDBU guidance. The Contractor shall obtain staff signatures acknowledging that they have read, understand, and will adhere to approved scripts.

| <b>TASK 1 Deliverable</b>                     | <b>Due Date</b>  |
|---|--|
| 7.1.1 Kick-off Meeting & Minutes              | Meeting to take place within five business days after award; minutes due within three business days after the kick-off meeting.  |
| 7.1.2 Program Management Plan (PMP)           | Draft PMP is due within five business days after the kick-off meeting. Final PMP due 10 business days after the kick-off meeting and updated once annually thereafter. |
| 7.1.3 Training Program Management Plan (TPMP) | Draft TPMP is due with proposal submission. Final TPMP due 10 business days after the kick-off meeting and updated once annually.                                      |
| 7.1.4 Quality Control Plan (QCP)              | Draft QCP is due with proposal submission. Final QCP due 10 business days after the kick-off meeting and updated once annually.  |
| 7.1.5 Standard Operating Procedures (SOPs)    | Due semi-annually. Government required changes must be completed within three business days after review.  |
| 7.1.6 Script Updates                          | Submit recommendations monthly to modify email and phone scripts. Draft should be submitted within five business days after each month.                                |

## **7.2 Task 2 – Reporting Requirements**

### 7.2.1 Bi-Weekly Status Meetings & Minutes

The Contractor shall attend status meetings, to be held weekly for the first month and bi-weekly (i.e. twice per month) thereafter. The status meetings shall be held virtually with the COR and other relevant OSDBU stakeholders to communicate regular updates on current tasks, trends, and analysis.

The Contractor shall provide a Bi-weekly Status Report 24 hours prior to the status meeting and the meeting minutes shall be submitted within 24 hours following the meeting. Meeting minutes shall include discussion points, decisions, and actions items from the meeting.

### 7.2.2 Monthly Metric Report

The Contractor shall use its proposed contact center reporting tool to gather monthly data on the Contact Center and Contact Center activities. The Contractor shall format the data into a Monthly Metric Report to be provided to the COR the first Wednesday of each month on the previous month's metrics. The report shall also include the results of the Contact Center survey data identified in Section 7.3.C below.

### 7.2.3 Quarterly Briefings Report & Minutes

The Contractor shall provide executive leadership with quarterly briefings. The Contractor shall present a Microsoft Office PowerPoint presentation which identifies progress made towards deliverables and Contact Center operations. Quarterly Briefings shall be attended in person by the Contractor's Program Manager and Project Manager at OSDBU Headquarters. All other Contractor personnel may attend virtually.

The Contractor shall provide a Quarterly Briefings Report three business days prior to the meeting and the meeting minutes shall be submitted within 24 hours following the meeting. Meeting minutes shall include discussion points, decisions, and actions items from the meeting.

| <b>TASK 2 DELIVERABLES</b>                  | <b>Due Date</b>  |
|---|--|
| 7.2.1 Bi-Weekly Status Meetings & Minutes   | Report due 24 hours prior to the meeting; minutes due within 24 hours after the meeting.   |
| 7.2.2 Monthly Metric Report                 | Report due the first Wednesday of every month  |
| 7.2.3. Quarterly Briefings Report & Minutes | The quarterly briefing to be held the second Tuesday of every quarter. Report due three business days prior to the meeting; minutes due within 24 hours after the meeting. |

## **7.3 Task 3 - Contact Center Establishment and Operational Support**

The Contractor shall establish and operate a turn-key Contact Center with dedicated call agents, providing assistance to support OSDBU. The Contractor shall use its proposed reporting tool to record and track all communication sessions and all other support provided to Veterans through the Contact Center. In addition, the Contractor shall update Veteran profile and information in VA provided information management systems including VCMS/VEMS.

The Contractor shall have the capability to support a wide range of customer support work-types for multi-channel inquiries (e.g. telephone, e-mail, electronic facsimile, postal mail, web chat), including, but not limited to, the types listed below.

1. Inbound and Outbound Live Agent Services;
2. Web Transactions (chat, email, electronic facsimile, instant messaging, etc.);

3. Manage OSDBU organization email boxes;
4. Service or Product Information;
5. Scripted Information Dissemination;
6. Data Entry of Application/Form Information;
7. Referrals;
8. Public comments;
9. Customer surveys/questionnaires/feedback;
10. Information delivery/collection via outbound service;
11. General information inquiries;
12. Complaint inquiries;
13. Inquiries on specific programs, applications, and services;
  - a. Assistance with VA Benefits;
  - b. Start-up loans or grant money
14. Inquiries from congressional staff, which would require a call-transfer to the next appropriate tier;
15. Contingency-related inquiries (e.g., inquiries resulting from the activation of an agency's Contingency Of Operations Plan (COOP), system/server failure);
16. Inquiries on news and current events;
17. Contact Center Overflow Capabilities;
18. Veteran Business inquiries;
  - a. Program Eligibility;
  - b. Emergency/crisis or security;
  - c. Application Status checks;
  - d. Re-verification Application;
  - e. VIP Assistance Follow-up;
  - f. Pre-Determination Inquiry;
  - g. VIP Profile/ VEMS – Password Reset/Unlock;
  - h. Veteran Suicide/Crisis;
  - i. Small Business Engagements and Outreach;
  - j. Verification Counselors;
  - k. Adding a business representative;
  - l. Restoring a deleted profile;
  - m. Confirmation a profile was started correctly;
  - n. Deleting a business representative;
  - o. Escalation call; request to speak to a federal employee;
  - p. Escalation call; request to speak to a supervisor or next level of the chain of command;
  - q. Failure to load security questions/Account Upgrade;
  - r. General questions about verification process;
  - s. How to delete CVE profile;
  - t. Information of Verification Assistance Counselor;
  - u. Outside entity calling for assistance;
  - v. Receiving error message "Ownership percentage for SDV/Veteran must total 99-100%";
  - w. Receiving error message "DUNS already in use";
  - x. Receiving error message "email already in use";
  - y. Registering a new business;
  - z. Responding to Informational emails;
  - aa. Site visit examiner confirmation;
  - bb. Update email address;
  - cc. Upload documents;
  - dd. Uploading documents when a NOPC was issued during a Change Request;
  - ee. VA Form 0877;
  - ff. Workflow change;
  - gg. OSDBU email box management;
  - hh. Change Request: Adding DBA;

- ii. Change Requests: Adding NAICS to profile;
- jj. Change Request: Removing DBA;
- kk. Change Request: Removing NAICS;
- ll. Change Request: Updating Owner's Name (Correction or New Name);
- mm. Change Request: Updating Ownership Percentages;
- nn. Change Request: Adding an Owner;
- oo. Change Request Removing an Owner;
- pp. Change Request: VOSB to SDVOSB;
- qq. Change Request: SDVOSB to VOSB;
- rr. Change Request: Change of Business Name;
- ss. Change Request: Change in Firm's Address; and
- tt. Change Request: Business Structure (e.g. Sole Prop to LLC).

The Contractor shall send a notification of verification eligibility expiration reminder email at 120, 60, and 30-days prior to all firms expiration date. The list of firms within these timeframes will be provided by the Government's designated representative monthly.

The Contractor shall call firms at 120, 60, and 30-days prior to their verification expiring. Information provided shall also include the resources available to assist them with the re-verification process.

The Contractor shall process and analyze data to recommend modifications to OSDDBU procedures, staffing, and equipment and to OSDDBU operations and services; maintain information provided by Government as resource for answering questions; use of call recording and computer screen captures for both call-related customer service transactions and case review transactions not related to a telephone call; provide voice and desktop screen recording; Voice Over Internet Protocol (VOIP) – system capacity can handle call/service volume; and provide real-time monitoring of chat, calls and emails to determine quality.

The Contact Center shall be widely available to receive and respond to inquiries, ensuring low queue times and rare disruptions in services. The Contact Center shall provide superior customer service, focusing on the accuracy of information provided, the completeness of information, overall knowledge of OSDDBU programs and services, adherence to Privacy Act and information security requirements, and overall professional customer service. The Contractor shall maintain effective and efficient operations, such as high agent occupancy rates, low Average Handle Times (AHT), high customer satisfaction, and prompt turnaround times for all types of inquiries. The Contractor shall maintain a highly qualified workforce by ensuring low turnover rates, competency training, and quality assurance scores.

The Contact Center Team Lead/Supervisor shall provide onsite support of technologies used in the Contact Center, as well as collaboration with and support of the OSDDBU designated content development, training development, and independent quality assurance processes. The Contractor shall ensure that there are processes in place, which are sensitive to and capable of, addressing the special needs of callers during the performance of activities required by this contract, including hearing impaired, speech impaired, visually impaired, advanced age (62 and over), limited English proficiency, and low literacy.

Contact Center technology shall accommodate Veterans worldwide and all Contractor provided services, documents, and deliverables shall be Section 508 compliant i.e. accessible to people with disabilities.

The Contractor shall support coordination of workload in a structure that ensures a transparent presentation of virtual operations to callers. Call routing shall support the response to phone inquiries independent of operational locations and the selected Contractor will be expected to operate as a single entity (i.e. if the Contractor chooses to operate multiple Contact Centers in multiple locations, callers and customers shall be unaware of such and all operations and services shall be seamless to the



callers/customers). When the Contractor deals with VA customers, it is important that the Contractor staff presents itself as a representative of OSDDBU and not a representative of the company it is employed by.

The Contractor shall maintain communication with OSDDBU, VCMS, and designated contractors to ensure that OSDDBU maintains a high level of visibility into operations, particularly in the areas of queue times, average handle times, customer service quality, or other operational areas.

The Contractor shall be proactive in notifying OSDDBU of any developing situations that may impact operations, service to callers, or any other contractual issue. The Contractor shall advise OSDDBU, within one hour or sooner of any indication that a potential problem may be developing. In the case of a known impending problem, the Contractor shall be forthcoming with OSDDBU to address the risks and to identify mitigation strategies and provide status updates until resolved.

#### 7.3.1 Anticipated Contact Center Volumes

The Contractor shall provide tiered Contact Center services in support of the following anticipated Contact Center volumes.

- a. Contact Centers average almost 6,700 contacts per month:
  - i. 4,500 Calls per month, averaging about 10 minutes per call; and
  - ii. 2,200 Inbound Emails per month.
- b. The duration of calls varies significantly depending upon the nature of the request:
  - i. Most sessions typically last from 5 – 30 minutes;
  - ii. Other sessions can extend up to 60 minutes or longer; and
  - iii. Current peak hours are between 11am- 2pm.
- c. The complexity of the inquiry is dependent upon:
  - i. Purpose of the inquiry;
  - ii. Veterans availability;
  - iii. Veteran competency level of the process; and
  - iv. Amount of preparation work required.

#### 7.3.2 Tiered Support

The Contractor shall provide tiered Contact Center support. Per industry standards, Tier 1 shall include basic Contact Center support, such as password resets and questions regarding the solutions and Tier 2 shall include intermediate contact center support which Tier 1 cannot address due to complexity.

Contact Center support shall be available 10 hours a day, five days per week. The Contact Center support shall have the capacity to support at least 80,400 contacts per year and the capability to expand quickly to accommodate an increase in anticipated volumes due to an increase in the number of calls (see optional CLINs in ATTACHMENT A - PRICING SCHEDULE). The Contractor technical support personnel shall refer Tier 3 problems, which may include questions for Federal employees, to Government technical support for resolution within 24 hours of receipt.

#### 7.3.3 Customer Satisfaction

Specific to OSDDBU services, the Contractor shall have the ability to obtain information on customer satisfaction to ensure services provided met the expectations of the caller. The Contractor shall offer this customer satisfaction assessment after every communication with the caller/customer, regardless of type of communication or topic. Survey data shall be captured, categorized into OSDDBU directorates, and provided in the Monthly Metric Report identified in Section 7.2.2.

### 7.3.4 Facilities

The Contractor shall provide Contact Center office space, desks, computers, and any other equipment determined necessary by the Contractor to accommodate case analyst, Contact Center agents, and other Contact Center staff. The Contractor shall allocate Contact Center staff across operating hours to optimize coverage during peak hours. Communication links and capacity shall handle 200 simultaneous calls and remote trouble shooting capability.

The Contractor shall provide adequate facilities to support the Contact Center operations, including, but not limited to, the following:

- a. Work areas, to include Information Support (IS) work stations, including modular and/or other furniture and chairs, and other required office furnishings;
- b. Employee lounge areas;
- c. Storage areas, to include file cabinets and file storage system;
- d. Training and conference facilities with supporting audio and visual equipment;
- e. Telecommunications and computer facilities; and
- f. Lighting and office appliances.

The Contractor is responsible for the ongoing maintenance, upkeep, and management of the Contact Center facilities. For security purposes, the Contractor shall generally be prohibited from identifying the facility(ies) as supporting Government business on either the exterior building walls or signage. Specific approval to do so can only be granted by the CO.

Security of information is a key concern of the Government. The Contractor shall provide a secure facility with restrictive access to only those Contractor employees and authorized Government representatives who support specific tasks.

### 7.3.5 Reporting Tool

The VIP Case Management System (VCMS) currently supports the Contact Center staff and VA personnel working with Veteran businesses. VCMS allows Contact Center agents to log each interaction with the Veteran and capture details around those interactions, add case notes, and log time worked on the case. VCMS workflow supports collaboration between various roles by enabling escalation of the case and reassignment of the case, including deployment lifecycle support. VCMS allows Contact Center agents to capture extensive information about the Veterans contacting, including their demographic profile, employment status, and crisis situations such as homelessness. The Contractor shall provide feedback on VIP/VEMS from a functional user business perspective to ensure the system meets the needs of Veterans and Contact Center staff.

It is the Government's expectation that the Contractor will propose a Reporting Tool it finds most suitable and applicable to the Government's needs as expressed in this PWS. The Contractor is required to acquire and maintain the Reporting Tool user subscriptions and/or licenses to the use of its proposed Contact Center software throughout the period of performance. .

| <b>TASK 3 DELIVERABLES</b> | <b>Due Date</b>  |
|----------------------------|--|
| 7.3.1 Contact Center       | On-going Service<br><br>The Contact Center shall be fully operational (i.e. turn-key) within 30 business days after award. |

#### **7.4 Task 4 - Continuity of Operations Plan (COOP)**

The Contractor shall develop a Continuity of Operations Plan (COOP) that provides the framework to continue or rapidly restore OSDBU systems and Contact Centers in the event of an emergency that affects operations at the place of performance. The COOP shall include the procedures for addressing the prevention of disruption in service, loss of access to the Contact Center facility, loss of Veteran PII, loss of service due to extended power outages, and loss of service due to reduced workforce. After approval of the COOP and should an emergency occur, the plan shall be executed as approved. In the event of an emergency, the Contractor shall provide an update to the COOP that includes updated procedures and mitigation actions.

| <b>TASK 4 DELIVERABLES</b>                                      | <b>Due Date</b>   |
|---|---|
| 7.4.1 Continuity of Operations Plan (COOP)                      | Draft due within 20 business days after award; final due within five business days of receipt of the Government comments. |
| 7.4.2 Continuity of Operations Plan (COOP) Execution (Optional) | Within 24 hours after an emergency.   |
| 7.4.3 Continuity of Operations Plan (COOP) Update (Optional)    | Within 10 business days after an emergency.   |

### **8.0 DELIVERABLE REQUIREMENTS**

All written deliverables and work products shall be written in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.

The Government will review all draft deliverables within five business days and provide comments and requests for revisions to the Contractor. The Contractor shall make any necessary revisions and return a final deliverable to the COR for inspection and approval within five business days of receipt of the Government comments. If proper revisions have not been made, the deliverable will be rejected and the Contractor shall make the corrections. See Section 11.1.3 UNACCEPTABLE PERFORMANCE for when unacceptable performance occurs.

#### **8.1 Method and Distribution of Deliverables**

The Contractor shall provide deliverables in electronic format, unless otherwise directed by the COR. Acceptable electronic media include: MS Word 2007, MS Excel 2007, MS PowerPoint 2007, MS Project 2007, MS Access 2007, MS Visio 2007, and Adobe Postscript Data Format (PDF).

### **9.0 GENERAL REQUIREMENTS**

#### **9.1 Cooperation with Other OSDBU Contractors**

OSDBU uses a cadre of contractors to facilitate the mission and goals of the OSDBU program. In order to be successful, the Contractor shall cooperate and coordinate its efforts with OSDBU and other federal agency contractors. The Contractor shall be forthcoming with information to ensure the success of the program. This shall include coordination of program components including, but not limited to, engagements, outreach events, records management, Contact Centers, communication, verification training, and marketing.

#### **9.2 Contractor Personnel Requirements**

Certain experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract and subsequent option years. These are

defined as key personnel in Section 9.3 below and are those persons whose résumés are submitted and marked by the vendor as “Key Personnel”. Substitutions shall only be accepted if in compliance with the “Substitution of Key Personnel” provision below.

### 9.2.1 Substitution of Key Personnel

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the CO at least 15 business days in advance of the effective date. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete résumé for the proposed substitute, and any other information requested by the CO necessary to approve or disapprove the proposed substitution. New Contractor personnel shall not commence work until all necessary security requirements have been fulfilled and résumé provided and accepted. The CO will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. Any substituted personnel shall have the equivalent or better education, experience, and credentials than the personnel submitted with the proposal, subject to VA review and approval.

### **9.3 Key Personnel**

The Contractor shall designate the following positions as Key Personnel. The Government deems these positions as critical to the performance of work as presented in the PWS.

- a. Program Manager – minimum requirements include a Project Management Professional (PMP)<sup>®</sup> certification from the Project Management Institute, Inc. (PMI) or equivalent and a minimum of 10 years of program management experience, preferably working with Veterans.
- b. Project Manager – minimum requirements include a PMP<sup>®</sup> certification from PMI or equivalent and a minimum of five years of program management experience, preferably working with Veterans.
- c. Contact Center Supervisor – minimum requirements include five years of supervisory Contact Center experience preferably working with Veterans. and a certification from RCCSP, HDI or equivalent.

The Resource Center for Customer Service Professionals (RCCSP) or Contact Center Institute (HDI) Certification is preferred for the Contact Center staff.

The Project Manager (PM) shall be responsible for identifying and notifying the OSDBU of recurring trends or issues that surface during the daily business hours of operations. The PM is responsible for identifying trends that may accelerate call volume and providing this information to OSDBU. The PM shall be available to COR during regularly scheduled onsite visits and by teleconference as requested.

Within a minimum of one hour notice, the PM shall be available for daily meetings virtual conference calls conducted by the COR and/or other representatives. These meetings will focus on providing the Contractor with information to make small improvements that can immediately be reflected in improving the customer experience. Because the Contractor will be offsite (anywhere in the continental US\_ these meetings will foster internal lines of communication for faster decision making that leads to best outcomes.

Other PM duties shall include, but are not limited to, retrieving voice recordings within three hours of request, overseeing the Contractor’s quality control program, providing reports as established by OSDBU, being available to discuss quality issues and calibrate differences in expectations, and disseminating appropriate OSDBU-provided information to the Contact Center agents for use in responding to consumer calls in a timely manner.

#### 9.4 Position/Task Risk Designation Level(s)

In accordance with this requirement, Contractors may have access to VA systems, including VPN and e-mail. See ATTACHMENT B for information related to SPI/PII and liquidated damages.

|                             |  |
|-----------------------------|--|
| <b>Position Sensitivity</b> | <b>Background Investigation</b> (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program")  |
| <b>Low</b>                  | <b>National Agency Check with Written Inquiries (NACI)</b> A NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions. |

The position sensitivity and the level of background investigation commensurate with the required level of access for all tasks within the PWS are **Low/NACI**. All tasks identified above in Section 7.0 and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for contractor individuals, are based upon the tasks the particular contractor will be working.

##### 9.4.1 Contractor Personnel Security Requirements

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within three business days after award, the Contractor shall provide a roster of Contractor and subcontractor employees to the COR to begin their background investigations. The roster shall contain the Contractor's full name, full social security number, date of birth, place of birth, and individual background investigation level requirement
- d. The Contractor shall coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. For a Low Risk designation the following forms are required to be completed: 1.OF-306 and 2. DVA Memorandum – Electronic Fingerprints. For Moderate or High Risk the following forms are required to be completed: 1. VA Form 0710 and 2. DVA Memorandum – Electronic Fingerprints. These should be submitted to the COR within five business days after award.
- f. The Contractor personnel shall receive an email notification from the Security and Investigation Center (SIC); through the Electronics Questionnaire for Investigations Processes (e-QIP) identifying the website link that includes detailed instructions regarding completion of the investigation documents (SF85, SF85P, or SF 86). The Contractor personnel shall submit all required information related to their background investigations utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP).

- g. The Contractor shall certify and release the e-QIP document, print and sign the signature pages, and send them to the COR for electronic submission to the SIC. These should be submitted to the COR within three business days of receipt of the e-QIP notification email.
- h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- i. A Contractor may be granted unescorted access to VA facilities and/or access to VA IT resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or “Closed, No Issues” (SAC) finger print results, training delineated in VA Handbook 6500.6 and the signed “Contractor Rules of Behavior.” However, the Contractor shall be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- j. The Contractor, when notified of an unfavorably adjudicated background investigation on a contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- k. Failure to comply with the contractor personnel security investigative requirements may result in termination of the contract by the CO for default.

## 10.0 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Quality Level (AQL) for deliverables associated with this contract. All performance metrics are measured per deliverable, unless services are on-going in nature, for which performance metrics will be measured monthly and briefed quarterly.

| Category  | Performance Standard   | Acceptable Quality Level (AQL)  | Surveillance Methodology            | Frequency |
|---|--|---|-------------------------------------|-----------|
| Deliverables are Timely, Complete, and Accurate | Timely: deliverables are received within the prescribed time of delivery as defined by the project schedule            | 95% of deliverables during the period of performance are received on time in accordance with the PMP. | 80% inspection and/or Random Sample | Monthly   |
|   | Complete: deliverables contain all the prescribed information in accordance with VA standards and VA program guidance. | 95% of deliverable is complete with the draft and 100% complete with final iteration.                 | 80% inspection and/or Random Sample | Monthly   |
|   | Accurate: deliverables reflect the necessary scope and information. They also are free of grammatical and              | 95% of the deliverable is accurate with the draft and 100% with final iteration.                      | 90% inspection and/or Random Sample | Monthly   |

| Category              | Performance Standard   | Acceptable Quality Level (AQL)  | Surveillance Methodology  | Frequency |
|-----------------------|--|---|---|-----------|
|                       | typographical errors.  |   |   |           |
| Contact Center        | Respond to all incoming calls to the Contact Center.                                     | 98% of calls are answered during the customer's first attempt.                                  | 100% inspection of Contact Center reports   | Daily     |
|                       | Provide accurate and current responses tailored to the individual needs of the Veterans. | 95% of responses are accurate.  | 100% inspection of knowledge management data /follow-up on complaints logs / End of Call Report Surveys | Monthly   |
|                       | Calls are responded to in a timely manner.   | 85% percent of calls answered within 12 seconds.  | 100% inspection of call logs and system data from Contact Center systems and tool                       | Weekly    |
|                       | % of First Call Resolution (FCR)   | FCR drops no lower than 3% of previous FY FCR rate.   | Random Sample   | Weekly    |
|                       | Issue Re-open Rates, percentage of Help Desk tickets that have to be re-opened.          | Ticket Re-open rates raise no higher than 3% of previous FY FCR rate.                           | Random Sample   | Monthly   |
|                       | Abandonment Rate   | Abandonment rate of calls is < 2%.  | Random Sample   | Weekly    |
|                       | Handling all inbound.  | 99.8% system availability for inbound calls.  | Random Sample   | Weekly    |
|                       | Time to Recover - Time Taken to recover after an outage of service                       | Time taken to recover is less than 1 hour.  | Random Sample   | Weekly    |
|                       | Provide courteous service.   | Receive no more than four valid complaints related to courteous service during any given month. | Random Sample   | Weekly    |
|                       | Problem Resolution   | 100% of all problems are disclosed to OSDBU within one hour or sooner                           | 100% Inspection   | Monthly   |
| Contact Center Agents | Assure that all callers are satisfied with quality of service.                           | At least 95% of Callers contacted are satisfied with the service provided.                      | 100% Inspection of call Survey Report   | Monthly   |

The Contractor shall report its status during the bi-weekly status report (See Deliverable 7.2.1) and be prepared to discuss any AQLs (identified above) that were not met.

The Government will utilize the AQLs throughout the life of the contract to ensure the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the above table at its own discretion.

### **10.1 Surveillance Methodology**

The COR shall use any or several of the surveillance methods listed below in the administration of these AQLs.

- a. 100% Inspection (evaluates all outcomes) - Each month, the COR will review all of the Contractor's performance/generated documentation and document results accordingly. This assessment shall be placed in the COR's quality assurance file.
- b. Random Sample - The COR will review a random sampling of the Contractor's performance/generated documentation and document your results accordingly. This assessment shall be placed in the COR's quality assurance file.
- c. Validated Customer Complaint or Validated Below Average AQL in a Specific Area - Each month, the COR will review the Contractor's performance/generated documentation corresponding to a validated customer complaint or validated inability to perform in accordance with the AQL in a specific area and document your results accordingly. This assessment will be placed in the COR's quality assurance file.

### **10.2 Documenting Performance**

In accordance with FAR 52.212-4(a) Inspection/Acceptance, each phase of services rendered will be subject to inspection. The service areas are further defined on the page to follow.

#### 10.1.2 Acceptable Performance

The Government will document acceptable performance in accordance with the performance metrics above. The Government will also report performance to the Contractor Performance Assessment Reports System (CPARS). Any report may become a part of the supporting documentation for any contractual action.

#### 10.1.3 Unacceptable Performance

When unacceptable performance occurs, the COR shall inform the CO. This will always be in writing although when circumstances necessitate immediate verbal communication, that communication will be followed in writing. The COR shall document the discussion and place it in the COR file. When the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR) (see ATTACHMENT C), and present it to the Contractor's PM.

The Contractor shall acknowledge receipt of the CDR in writing to the CO. The CDR will state how long after receipt the Contractor has to take corrective action. The CDR will also specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CO shall review the Contractor's corrective action plan to determine acceptability. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.



### **10.3 Performance Standards**

#### **10.3.1 Calls Answered Within 12 Seconds**

This performance standard measures the rate of how quickly the calls are answered with the current contractual AQL set at 85% percent of calls answered within 12 seconds. The data will come from the telecom system utilized in the performance of this contract.

#### **10.3.1 Accuracy of Veteran Information Documented**

This performance standard measures the precision of information Contact Center agents put into VA systems. This performance standard shall be evaluated using an average of three monitored behaviors:

- a. Requested/Captured/Verified Veterans info;
- b. Captured business name, DUNS and correctly used proper coding (all coding in the vendor's Contact Center system); and
- c. Identified and properly processed action items including return calls.

This metric shall be measured monthly for purposes of maintaining the current contractual AQL as identified in the table above. The data will come from contractor monitored calls.

#### **10.3.2 Accuracy of Information Provided To the Caller**

This performance standard measures if the call agent gave the correct information to the caller. This performance standard shall be evaluated using an average of three currently monitored behaviors:

- a. Asked appropriate/scripted probing questions and comments;
- b. Correctly determined VA or OSDDBU program required to resolve the Veteran's issue; and
- c. Used only approved scripted info.

This metric shall be measured monthly for purposes of maintaining the current contractual AQL as identified in the table above. The data will come from a random sample of contractor monitored calls, customer feedback, monitoring, monthly reports and audits.

#### **10.3.3 Call and Service Quality**

This performance standard measures if the Contact Center agent provided quality service and adhered to the script. This performance standard shall be evaluated using an average of four currently monitored behaviors:

- d. Providing correct information to customers and strict adherence to the script;
- e. Proper use of greetings, scripts, terminology, and grammar;
- f. Professionalism and courtesy;
- g. Resolution success; and
- h. Data entry and call coding accuracy.

This metric shall be measured monthly for purposes of maintaining the current contractual AQL as identified in the table above. The data will come from a random sample of contractor monitored calls.

### **11.0 CONTRACTOR SITE/FACILITY CAPABILITIES AND PROVISIONS**

The Contractor shall provide the office space, internet, software, cable, telephone service, and system access, as required, to accomplish the Contact Center tasks associated with this PWS.

The following Contractor facility requirements apply:

- a. Video Teleconferencing (VTC)/Web Conferencing (Must be compatible and interoperable with Microsoft Lync 2010 or 2013 and GoToMeeting);
- b. Phones/VOIP phones capable of meeting task requirements;
- c. PIV-Enabled Desktop/laptop computer with compatible camera and microphones (CFE to same standards as GFE);
- d. Sufficient bandwidth and network infrastructure to ensure connectivity to VA network and resources via Citrix Access Gateway (CAG) for remote desktop;
- e. Outgoing calls will display the OSDDBU Help Desk number; and
- f. Possess the capability to monitor and/or record calls and share recordings with VA in standard audio file.

The Contractor shall designate at no additional cost to the Government a non-exclusive space for an authorized Government representative, to work when onsite. The space shall include enclosed office space and workstation, computer and internet access, telephone and modem lines, administrative support and services, and security.

The Government will provide office space, telephone service, and system access when authorized Contractor staff work at a Government location as required in accomplishing the tasks associated with this PWS.

### **11.1 Contractor Site Capabilities**

All personnel working at the Contractor site shall connect to VA network using CFE with VA Remote Access Security Compliance Update Environment (RESCUE) VPN or Citrix CAG for remote desktop.

Network access through CAG will require the use of a personal identity verification (PIV) card. The Government will provide Citrix CAG or VPN accounts for authorized users. The Contractor shall contact the CO/COR for latest download instructions and current software version following contract award date. All Contractor personnel must be approved for VA network access and have a PIV card before they can use CAG for remote desktop. If the issuance of PIV card is delayed due to VA backlog or protracted outages, the Contractor shall submit a list of pending request for 30 day issuance of a temporary Mobile Pass/token.

All Contractor personnel must be able to participate in VTC/Web Conferencing via Government issued CAG remote desktop and/or Contractor issued Microsoft Lync 2010 or 2013. The Microsoft Lync web conferencing capability shall include application and program sharing, document collaboration, video/audio conferencing, whiteboards, PowerPoint presentation, instant messaging, presence and awareness, recording and playback.

The Contractor shall provide and maintain telephone services, associated telephone sets and headsets with appropriate hardware and software support, voice mail, and call processing capabilities to provide Contact Center agents with the ability to place outgoing calls and respond to incoming calls and voice mail messages from applicants.

Within 10 business days of award, the Contractor shall provide a list of all phone numbers and the associated contact center agents. The Contractor shall inform the Government of any changes to phone numbers within 24 hours of such changes. The Government will provide a script which will be used for all Contact Center agents' voice mail messages within five business days of award. The script shall be used for all voice mail messages and shall include a toll-free number that is provided by VA for Veterans who require immediate assistance or are having difficulty reaching their assigned Verification Case Manager.

For backup, as well as to participate in some training webinars, all hands meetings, announcements, and regular OSDBU communication meetings, the Contractor shall access GoToMeeting via standard web browsers, mobile app, or desktop/laptop plugins.

#### **11.4 Government Furnished Information**

VA will provide remote access to VA specific systems/network in accordance with VA Handbook 6500, which requires the use of a VA approved method to connect external equipment/systems to VA's network. Citrix Access Gateway (CAG) is the current and only VA approved method for remote access users when using or manipulating VA information for official VA Business. VA permits CAG remote access through approved Contractor Furnished Equipment (CFE) provided the equipment meets all applicable 6500 Handbook requirements for Government Furnished Equipment (GFE). All of the security controls required for GFE must be utilized in approved CFE. The Contractor shall provide proof to the COR for review and approval that their CFE meets the VA Handbook 6500 requirements and VA Handbook 6500.6, herein incorporated as Section 14. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE to the PWS, before use. CAG authorized users shall not be permitted to copy, print or save any VA information accessed via CAG at any time.

All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

#### **11.5 Government Furnished Property (GFP)**

There will be no Government Furnished Property.

#### **11.6 Contractor Responsibilities**

The Contractor is responsible for all software, cable and telecommunication equipment. The Contractor is responsible for acquisition, installation and maintenance of the support infrastructure required to operate the Contact Center including, but not limited to:

- a. Cable distribution systems conduits;
- b. Terminals and connectors power;
- c. Wiring;
- d. Leased data lines for voice (VoIP) and data;
- e. CSU/DSU (Channel/Data Service Unit) for leased line termination Router to Contractor facility;
- f. Laptops, workstations, IP telephone desk sets and headsets;
- g. Maintenance and support of CFE equipment; and
- h. Other equipment needed to interconnect and support the Contact Center systems and operations.

The Contractor is responsible for addressing the most efficient operational methods for maintaining all computers, workstations, VoIP, and network components that are required in order to ensure connection to the VA network and meet or exceed the designated performance standards. The Contractor shall demonstrate that all components are interconnected and functioning properly prior to commencing operations with the public.

The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) outside the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with VA Handbook 6500, local security field office System Security Plans (SSP) and Authorities to Operate (ATO) for all systems/LAN's accessed while performing the tasks detailed in this PWS. For detailed Security and Privacy Requirements refer to PWS Section 14.

## **12. CHANGES TO THE PWS**

Changes to the PWS are authorized only by the CO and may be made only by written agreement of the parties. Neither the Contractor, the COR, or any other person shall make changes to the contract or obligate the Government without written authorization of the CO. Only the CO, as an agent of the Government, may bind the Government.

## **13. ORGANIZATIONAL CONFLICT OF INTEREST**

- a. It is recognized by the parties that the efforts to be performed by the Contractor under this contract are of such a nature that they may create a potential organizational conflict of interest as contemplated by Subpart 9.5 of the Federal Acquisition Regulation (FAR). It is the intention of the parties that the Contractor will not engage in any contractual activities which may impair its ability to render unbiased advice and recommendations, or in which it may gain an unfair competitive advantage as a result of the knowledge, information and experience gained during the performance of this contract. It does not include the normal flow of benefits from incumbency.
- b. The Contractor agrees not to participate as a prime Contractor, subcontractor, consultant or team member in any acquisition wherein:
  - a. The Contractor has participated in the analysis and recommendation leading to the acquisition decision to acquire such services; or
  - b. The Contractor may have an unfair competitive advantage resulting from the information gained during the performance of this contract.
- c. The term "contractor" herein used means:
  - a. The organization entering into this contract with the Government;
  - b. All business organizations with which it merges, joins or affiliates, now or in the future, and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of;
  - c. Its parent organization (if any), and any of its present or future subsidiaries, associates, affiliates, or holding companies; and
  - d. Any organization or enterprise over which it has direct or indirect control (now or in the future).
- d. The Contractor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not willfully disclose proprietary data to unauthorized parties without the prior permission of the Government, and that proprietary data shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the Contractor's right to use, duplicate or disclose such information if such information was lawfully obtained by the Contractor from other sources.

- e. If a Contractor believes that its participation in the resulting contract or task order would cause an Organizational Conflict of Interest (OCI), that Contractor shall include in its proposal an appropriate discussion and mitigation plan. The VA will review the discussion and make a determination whether there is an OCI. If the VA determines the existence of an OCI, then the VA will evaluate the mitigation plan and make the final decision regarding the participation of the Contractor with any award of a contract or task order.
- f. The prior approval of the CO is required before any work to be performed under this contract may be subcontracted to any organization described in subparagraph (c) above.
- g. The Contractor agrees to enter into written agreements with all companies whose proprietary data he shall have access and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the CO copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.
- h. The Contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the CO.
- i. The Contractor shall include this provision, including this paragraph, in subcontracts of any tier which involve access to information covered in paragraph (a) above. The use of this clause in such subcontracts shall be read by substituting the word “sub-contractor” for the word “contractor” wherever the latter appears.
- j. The Contractor’s employees shall be trained and informed of Subpart 9.5 of the FAR and this contract provision.
- k. Government representatives shall have access to the Contractor’s premises and the right to inspect all pertinent books and records in order to insure that the Contractor is in compliance with Subpart 9.5 of the FAR and this provision.
- l. Questions regarding this interpretation of Subpart 9.5 of the FAR and this provision shall be submitted to the CO.
- m. The Contractor agrees that if after award it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the CO. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid or mitigate such conflicts.
- n. For any breach of the above restrictions, or for nondisclosure or misrepresentation of any relevant interests required to be disclosed concerning this contract, the Government may, terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and/or pursue other remedies permitted by law or this contract.
- o. The Government may waive application of this clause when it is determined to be in the best interest of the Government to do so.
- p. This agreement will remain in effect during the period of performance of this contract and for a period of four years following completion of this contract.

## SECTION C - CONTRACT CLAUSES

### C.1 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) **[X] 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).**

(2) [ ] 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) [ ] 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) **[X] 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).**

(5) [ ] [Reserved]

(6) **[X] 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).**

(7) [ ] 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) **[X] 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).**

(9) **[X] 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).**

(10) [ ] [Reserved]

(11) [ ] (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_\_\_ [ ] (ii) Alternate I (Nov 2011) of 52.219-3.

(12) [ ] (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_\_\_ [ ] (ii) Alternate I (Jan 2011) of 52.219-4.

(13) [ ] [Reserved]

(14) [ ] (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_\_\_ [ ] (ii) Alternate I (Nov 2011).

\_\_\_\_\_ [ ] (iii) Alternate II (Nov 2011).

- (15) ☐ (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).  
 \_\_\_\_\_ ☐ (ii) Alternate I (Oct 1995) of 52.219-7.  
 \_\_\_\_\_ ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) ☒ **52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).**
- (17) ☐ (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).  
 \_\_\_\_\_ ☐ (ii) Alternate I (Oct 2001) of 52.219-9.  
 \_\_\_\_\_ ☐ (iii) Alternate II (Oct 2001) of 52.219-9.  
 \_\_\_\_\_ ☐ (iv) Alternate III (Oct 2015) of 52.219-9.
- (18) ☒ **52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).**
- (19) ☒ **52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).**
- (20) ☐ 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) ☐ 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) ☒ **52.219-28, Post Award Small Business Program Re-representation (Jul 2013) (15 U.S.C. 632(a)(2)).**
- (23) ☐ 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) ☐ 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) ☒ **52.222-3, Convict Labor (June 2003) (E.O. 11755).**
- (26) ☒ **52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).**
- (27) ☒ **52.222-21, Prohibition of Segregated Facilities (Apr 2015).**
- (28) ☒ **52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).**
- (29) ☒ **52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).**
- (30) ☒ **52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).**
- (31) ☒ **52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).**
- (32) ☒ **52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).**
- (33) ☒ **(33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).**  
 \_\_\_\_\_ ☐ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- (34) ☒ **52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)**
- (35) ☐ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
 \_\_\_\_\_ ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) ☐ 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- (37) ☐ 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (38) ☐ (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514  
 \_\_\_\_\_ ☐ (ii) Alternate I (Oct 2015) of 52.223-13.

- (39) [ ] (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).  
 \_\_\_\_\_ [ ] (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) [ ] 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41) [ ] (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).  
 \_\_\_\_\_ [ ] (ii) Alternate I (Jun 2014) of 52.223-16.
- (42) **[X] 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).**
- (43) [ ] 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (44) [ ] 52.223-21, Foams (Jun 2016) (E.O. 13696).
- (45) [ ] 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (46) [ ] (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).  
 \_\_\_\_\_ [ ] (ii) Alternate I (May 2014) of 52.225-3.  
 \_\_\_\_\_ [ ] (iii) Alternate II (May 2014) of 52.225-3.  
 \_\_\_\_\_ [ ] (iv) Alternate III (May 2014) of 52.225-3.
- (47) [ ] 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (48) **[X] 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**
- (49) [ ] 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (50) [ ] 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (51) [ ] 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (52) [ ] 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (53) [ ] 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) [ ] 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (55) **[X] 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).**
- (56) [ ] 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (57) [ ] 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (58) [ ] (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).  
 \_\_\_\_\_ [ ] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) \_\_\_\_ (1) 52.222-17, Non-displacement of Qualified Workers (May 2014) (E.O. 13495)  
 (2) \_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).



- (3) \_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) \_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- (5) \_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) \_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) \_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (8) \_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (9) \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- (10) \_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## **C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty calendar days before contract expiration.

(End of Clause)

## **C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty calendar days before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least forty-five calendar days before the contract

expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of Clause)

#### **C.4 FAR 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

#### **C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

#### **C.6 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

## **C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE**

(a) Definition. For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern”:

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern’s employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern’s employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## **C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

**C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State in which services are rendered. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

**C.10 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

| <b><u>FAR<br/>Number</u></b> | <b><u>Title</u></b>  | <b><u>Date</u></b> |
|------------------------------|--|--------------------|
| 52.203-17                    | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014           |
| 52.204-4                     | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER                                   | MAY 2011           |
| 52.204-9                     | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL   | JAN 2011           |
| 52.204-18                    | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE  | JUL 2015           |
| 52.212-4                     | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS ()  | MAY 2015           |
| 52.224-1                     | PRIVACY ACT NOTIFICATION   | APR 1984           |
| 52.224-2                     | PRIVACY ACT  | APR 1984           |
| 52.227-14                    | RIGHTS IN DATA—GENERAL   | MAY 2014           |
| 52.232-35                    | DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION                | JUL 2013           |
| 52.232-39                    | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS   | JUN 2013           |
| 52.232-40                    | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS                                      | DEC 2013           |
| 52.237-3                     | CONTINUITY OF SERVICES   | JAN 1991           |
| 52.204-21                    | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS   | JUN 2016           |

(End of Addendum to 52.212-4)

## **C.11 MANDATORY WRITTEN DISCLOSURES**

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR  
ATTACHMENTS**

**ATTACHMENT A - PRICING SCHEDULE**

See attached document.



## **ATTACHMENT B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE**

### **1. GENERAL**

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

### **2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. The contractor or subcontractor must notify the CO immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The CO must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### **3. VA INFORMATION CUSTODIAL LANGUAGE**

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in

accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

- c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA CO within 30 business days of termination of the contract.
- d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- h. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- i. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA CO for response.

- j. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA CO for response.
- k. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

#### **4. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE**

- a. VA prohibits the installation and use of personally-owned or contractor/subcontractor owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for GFE must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

#### **5. SECURITY INCIDENT INVESTIGATION**

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The

contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

## **6. LIQUIDATED DAMAGES FOR DATA BREACH**

- a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract. However, it is the policy of VA to forgo collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.
- b. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- c. Each risk analysis shall address all relevant information concerning the data breach, including the following:
  - (1) Nature of the event (loss, theft, unauthorized access);
  - (2) Description of the event, including:
    - (a) Date of occurrence;
    - (b) Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
  - (3) Number of individuals affected or potentially affected;
  - (4) Names of individuals or groups affected or potentially affected;
  - (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
  - (6) Amount of time the data has been out of VA control;

- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
  - (8) Known misuses of data containing sensitive personal information, if any;
  - (9) Assessment of the potential harm to the affected individuals;
  - (10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
  - (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
- (1) Notification;
  - (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
  - (3) Data breach analysis;
  - (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
  - (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
  - (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## **7. TRAINING**

- a. All Contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, relating to access to VA information and information systems;
  - (2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
  - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
  - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.

- b. The Contractor shall provide to the CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within one week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

## **ATTACHMENT C –CONTRACT DISCREPANCY REPORT**

See attached document.

## ATTACHMENT D - NON-DISCLOSURE AGREEMENT AND DISCLOSURE OF CONFLICTS OF INTEREST

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: OSDBU Contact Center Services

### PART A – NON-DISCLOSURE AGREEMENT

1. I acknowledge that I have been selected to participate in the acquisition identified above. In the course of participating in this acquisition, I may be or have been given access to or entrusted with Source Selection Information (as defined in Federal Acquisition Regulation (FAR) 3.104), other sensitive Government data such as data identified as "Business Sensitive," and/or data belonging to or marked or considered as "proprietary" (e.g., restrictive legend per FAR 52.215-1) that I cannot release to others nor can I use for the financial benefit of others or myself.

Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such Source Selection, Business Sensitive and/or proprietary data (collectively referred to herein as "the data"). Any data which is derived from, based on, incorporates, includes or refers to data shall be treated as Source Selection, Business Sensitive or proprietary data and shall be subject to the terms of this Non-Disclosure Agreement.

2. I understand that the release of proprietary and source selection information is governed by 41 U.S.C. § 423, and provisions FAR 3.104. I certify that I will not disclose any contractor bid, solicitation, proprietary, or source selection information directly or indirectly to any person other than a person authorized by the head of agency or the contracting officer to receive such information. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Law or other applicable laws and regulations.
3. I certify that I will not discuss evaluation of source selection matters with any unauthorized individuals (including Government personnel), even after contract award, without specific prior approval from proper authority.
4. These restrictions are consistent with, and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by:
  - Executive Order No. 12958;
  - The Privacy Act (5 U.S.C. § 552a);
  - The Trade Secrets Act (18 U.S.C. § 1905);
  - Section 7211 of title 5, United States Code (governing disclosures to Congress);
  - Section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military);
  - Section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Action (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats);
  - The Intelligence Identities Protection Act of 1982 (50 U.S.C. § 421 *et seq.*) (governing disclosures that could expose confidential Government agents); and
  - The statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. § 783(b)).



The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling. In addition, these restrictions do not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a potential violation of law.

## **PART B – ACKNOWLEDGEMENT OF CONFLICT OF INTEREST**

1. I understand and will abide by Criminal Conflict of Interest law at title, 18 United States Code, Chapter 11, and the Standards of Conduct for Executive Branch Employees at 5 C.F.R. Part 2635. Consistent with the criminal conflict of interest law, I will: 1) notify the Contracting Officer if any potential conflict subsequently arises because I or my spouse, dependent child, partner, or any organization which I am serving as an officer, director, trustee, general partner, or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment, has a financial interest in this acquisition and; 2) recuse myself from further participation in the acquisition unless and until I am advised that it is permissible to do so.
2. Consistent with the Standards of Conduct I will: 1) notify the Contracting Officer if any potential appearance of a conflict of interest arises because a person with whom I have a “covered relationship” is or represents a party to this acquisition and; 2) recuse myself from further participation in the acquisition unless and until I am advised that it is permissible to do so. Understand that I have a “covered relationship” with all those persons covered by the criminal conflict of interest law as well as: a member of my household; any relatives with whom I have a close personal relationship; any person with whom I have or seek a business, contractual or other financial relationship other than a routine consumer transaction; any personal for whom my spouse, parent or dependent child is, or is seeking to serve, as an officer, director, trustee, employee, general partner, agent, attorney, consultant contractor, or employee; any person for whom I have served in the last year as an officer, director, trustee, general partner, agent, attorney, consultant, contractor, or employee; or organization in which I am an active participant.
3. I understand that my obligations under this certification are of a continuing nature. If at any time during the source selection process, I receive a contact from a competing contractor concerning employment or other business opportunity, the offer of a gift from a competing contractor, or I encounter circumstances where my participation might result in a real, apparent, or potential conflict of interest, I will immediately seek the advice of an Ethics Counselor and report the circumstances to the Contracting Officer.

I agree to immediately notify the Contracting Officer in writing, in the event that I determine or have a reason to suspect a breach of this agreement, its’ requirements, or similar agreements with others.

I understand that making a false, fictitious, or fraudulent certification may subject me to prosecution under Title 18, United States Code, and Section 1001.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E - PAST PERFORMANCE QUESTIONNAIRE (PPQ)****Request for Proposal:** VA119A-16-R-0196, OSDBU Contact Center Services**TO:** Julie Partridge, Contracting Officer  
**PHONE:** 240-215-1671**AGENCY:** VA, SAC-F  
**E-MAIL:** [julie.partridge@va.gov](mailto:julie.partridge@va.gov)**INFORMATION REQUEST: PAST PERFORMANCE**

The Department of Veterans Affairs is currently in the process of awarding a competitive service contract. [CONTRACTOR NAME] has provided this Questionnaire to you for a reference regarding [CONTRACTOR NAME]'s record of past performance under Contract No. [CONTRACT #].

Send completed questionnaires to [tamara.dean@va.gov](mailto:tamara.dean@va.gov) and [julie.partridge@va.gov](mailto:julie.partridge@va.gov).

**NOTE TO VENDORS:** If the Questionnaire is provided for Subcontractors reference, the Vendor's name below must include both the Prime and Subcontractor Names.

Vendor's Name: \_\_\_\_\_

Name of Person Completing the Evaluation: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Title: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Please rate the vendor in each of the following areas. Note: there is room for comments where you deem remarks would be helpful to our evaluation.

- Not Applicable: N/A
- 1: Performance clearly below the contract performance standard or requirement
- 2: Performance occasionally does not meet minimum contract performance standard or requirement
- 3: Performance that meets the minimum contract performance standard or requirement
- 4: Performance that meets and occasionally exceeds the contract performance standard or requirement
- 5: Performance that almost always exceeds the contract performance standard or requirement

|  |                              |                            |                            |                            |                            |                            |
|--|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <b>1. Overall quality/satisfaction</b> | N/A <input type="checkbox"/> | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
|--|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|

Overall satisfaction with the Vendor's performance.

|                                |                              |                            |                            |                            |                            |                            |
|--------------------------------|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <b>2. Delivery performance</b> | N/A <input type="checkbox"/> | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
|--------------------------------|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|

Delivery performance includes delivery consistency, on time performance, and flexibility in responding to emerging issues and implementing required solutions.

|  |                              |                            |                            |                            |                            |                            |
|--|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <b>3. Satisfaction with the quality of service delivered</b> | N/A <input type="checkbox"/> | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
|--|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|

Rate the effectiveness and applicability of the plans and strategies delivered and the actual implementation of those.

|  |                              |                            |                            |                            |                            |                            |
|--|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <b>4. Satisfaction with problem resolution</b> | N/A <input type="checkbox"/> | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
|--|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|

This includes the vendor's ability to solve problems, the speed in which they handle problems, and their effective delivery of resolutions.

|   |                              |                            |                            |                            |                            |                            |
|---|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <b>5. Satisfaction with the quality of contractor personnel</b> | N/A <input type="checkbox"/> | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
|---|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|

Rate the quality of the contractor's staff in executing the project work scope.

7. Have you issued a cure notice, show cause notice, suspension of progress payments or other letters directing the correction of a performance problem in the past 3 years?  
☐ Yes ☐ No If Yes, please explain.

8. Have you terminated this contractor for default within the past 3 years, or are there any pending termination actions? ☐ Yes ☐ No If Yes, please explain.

9. Based on the vendor's overall performance, would you award them another contract?  
☐ Yes ☐ No If No, please explain.

10. Have you discussed any adverse past performance problems with the Vendor and given them an opportunity to comment? ☐ Yes ☐ No Please explain.

11. Do you file past performance information in a database that the Contracting Officer may search? ☐  
Yes ☐ No Please explain.

12. If the contract had options, were those options exercised? ☐ Yes ☐ No Please explain.

13. What was the contract period of performance (i.e., when were services provided)?

14. What was the dollar value of the contract performed by the vendor?

15. Provide a brief description of the services provided by the vendor for this contract.

Please attach any past performance database reports or other material you deem appropriate to a full understanding of the Vendor's past performance by the evaluator. Please provide information on any adverse performance by the contractor and the corrective actions taken.

**ATTACHMENT F –LABOR CATEGORY LABOR MIX SPREADSHEET**

See attached document.

## SECTION E - SOLICITATION PROVISIONS

### E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-1 as an addendum to this contract:

#### A. BASIS FOR AWARD

The Department of Veterans Affairs (VA), Strategic Acquisition Center - Frederick (SAC-F) is issuing this Request for Proposals (RFP) for the purpose of entering into a single-award contract. This acquisition is being conducted in accordance with the procedures in FAR Parts 12 and 15.

The Government reserves the right to award with or without discussions based upon the initial evaluation of proposals. As such, offerors are encouraged to submit their best technical and price proposal. In accordance with FAR 15.306(c), the Government reserves the right to establish a competitive range. Further, the Government reserves the right to reduce the number of contractors in the competitive range in order to conduct efficient competition.

The award resulting from this solicitation will be made based on the best overall proposal that is determined to be the most beneficial to the Government (i.e., best value). FAR 2.101 defines best value as the *“expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement.”* Award will be made based on an integrated assessment by the Contracting Officer between and among price and non-price factors.

#### Non-Price Factors (listed in descending order of importance)

1. Technical Approach; and
2. Past Performance.

#### Price Factor

3. Price.

Technical Approach is significantly more important than Past Performance. All Non-Price Factors, when combined, are significantly more important than Price.

Proposals which merely restate the requirement or state that the requirement shall be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation shall be rated unacceptable and thus will be ineligible for award. To receive consideration for award, a rating of no less than "Satisfactory" must be achieved for the Technical Approach factor. Offerors are cautioned that the award may not necessarily be made to the offeror proposing the lowest price, or to the Offeror with the most highly rated technical proposal. Award may be made to other than the lowest priced proposal, if the Government determines that a price premium is warranted due to the merits of one or more of the non-price factors. Additionally, the Government will not establish award with any offeror whose price is determined to be questionable for reasonableness.

## A. PROPOSAL SUBMISSION

### INTRODUCTION

a. All proposal intentions, questions, and final proposal submission shall be submitted to both the Contracting Officer and the Contract Specialist via email to <[Julie.Partridge@va.gov](mailto:Julie.Partridge@va.gov)> and <[Tamara.Dean@va.gov](mailto:Tamara.Dean@va.gov)>, respectively, no later than the dates and times below and as specified on the SF 1449, Block 20 and Block 8.

- Indicate intention to provide a proposal via email by 12:00 PM ET August 3, 2016.
- Provide any questions regarding the solicitation by 12:00 PM ET August 1, 2016.
- Proposals shall be submitted electronically to the Contracting Officer and the Contract Specialist identified above no later than 12:00 PM ET on August 15, 2016 unless this date is changed via a formal Amendment.

**Offerors are advised to not wait until just before proposals are due to submit proposals. Proposals received after the due date/time will be late and may not be accepted for evaluation. To avoid submission of late proposals, the Government recommends transmitting proposal file 24 hours prior to the required proposal due date and time. Be advised that timeliness is determined by the date and time a proposal is received by the Government, not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission. Finally, due to VA email file size restrictions, Offerors may need to logically separate their proposal into separate emails. If this is necessary, Offerors should attempt to contain complete volume within single email transmissions (and not split volumes).**

The proposal shall consist of four volumes:

- Volume I – Technical Approach;
- Volume II – Past Performance;
- Volume III – Price; and
- Volume IV – SF1449, Amendments & Other Documents.

1. PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's submission.

All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. All proprietary information shall be clearly and properly marked. Footnotes to text shall not be used. Additionally, Offerors shall not use hyperlinks or embedded files of any kind in any proposal volume. If included, these will not be reviewed or evaluated. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations

unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, may not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

b. **File Packaging.** All of the proposal files may be compressed (zipped) into one file entitled “proposal.zip” using WinZip version 6.2 or later version or the proposal files may be submitted individually.

c. **Content Requirements.** All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

The titles and page limits requirements for each file are shown in the Table below:

Volume, Title, and Page Limitations

| <b>Volume Number</b> | <b>Factor</b>                        | <b>File Name</b>       | <b>Page Limitations</b>  |
|----------------------|--------------------------------------|------------------------|--|
| Volume I             | Technical Approach                   | [Offeror Name]Volume1  | 25 pages<br>(Key Personnel Résumés will not be included in page limitation. Résumés are limited to two pages each.)  |
| Volume II            | Past Performance                     | [Offeror Name]Volume2  | 5 page narrative<br>(References will complete and provide the questionnaire (ATTACHMENT E), to the Government. PPQs will not be included in the 5 page limitation) |
| Volume III           | Price                                | [OFFEROR NAME]Volume3  | Completed ATTACHMENT A and ATTACHMENT F  |
| Volume IV            | SF1449, Amendments & Other Documents | [OFFEROR NAME] Volume4 | None   |

A Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of any Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with a Offeror’s response will not be evaluated by the Government.

## **VOLUME I – TECHNICAL APPROACH**

Under no circumstances shall any pricing be included in the Technical Approach. The offeror shall demonstrate the Contact Center as a primary capability. Offeror shall submit a comprehensive Technical Approach volume of its Contact Center service capabilities with a clear demonstration of the management methodology that will be used for executing the effort. The Offeror must address each criterion in the technical proposal and describe how the Offeror meets the requirements as described in the PWS. The technical approach shall fully explain how the proposed services and capabilities will satisfy each

requirement listed in the PWS (Section 7.0). It should indicate all significant capabilities or issues that will be examined to fulfill the scope of work. This demonstration should be presented in the same numbered order in which the requirements appear below. This volume shall include:

- a) Organization Structure and Staffing: The Offeror shall describe the structure of the organization to be used for this project and the relationship of the contract organization to the company's corporate structure. The description should identify the labor categories within the company's planned structure and the anticipated number of employees in each position. If applicable, differentiate between transition organization and the final organization structure. Also, describe the organization structure of any subcontractors, the reporting relationship to the prime and procedures the Offeror shall use to ensure the services are delivered in accordance with the requirements of the contract. Also include the position descriptions for each labor category and plan for recruiting and hiring vacant positions. Key Personnel résumés shall be provided as part of Offeror's technical response. Résumés are not included in the 25 page count for Volume I; however, they shall be limited to two pages per résumé. Resumes shall include detailed job descriptions, work periods, certifications and task specific training for the key personnel who are to be assigned to this effort. Include the projected role or assignment.
- b) Facility and Technology Plan. A description of the facilities that the Offeror shall use to provide the services under this solicitation. The description shall detail how the Offeror shall meet all facility requirements, to include provision of telephone and data lines and detailed description of the telephone system and Contact Center software to include its capabilities. In addition, the physical address and floor plan layout(s) of the sites shall be included. A description of all equipment, computers and printers to access the applicable VA automated systems and any technology enhancement it will make available to facilitate the quality and efficiency of services to be rendered. The Offeror shall also describe its Call Tracking and Monitoring System including data elements, workflow capabilities, security features, and other related elements. Details of the plan shall include controls in place to ensure physical and information security as well as privacy.
- c) Training and Retention Plan: This section shall contain a detailed description of the Offeror's training and retention plan to enable staff to perform the services required. It should outline the approach for retaining staff, maintaining service quality, agent proficiency, and managing knowledge/information. This section shall include how the Offeror plans onboarding; coaching; provide continuous training; provide agents with the appropriate current and relevant information, and to maximize knowledge and agent retention.
- d) Quality Control with Escalation Plan: This section shall include the Offeror's quality control plan along with a detailed escalation plan. The Offeror shall include its business rules for handling call escalations and the process for providing status to OSDDBU; meeting the minimum performance measures; quality control/assurance and implement processes and procedures for quality and compliance, process and service efficiency; utilizing feedback; procedures for establishing and maintaining Internal Audit functions and responding to VA monitoring and audit findings.
- e) COOP Plan and System Troubleshooting Procedures: The contractor shall provide a narrative describing its escalation procedures for service disruption, to include handling telephone calls, e-mail and online chat, and the process for communicating with customers and providing status to OSDDBU. This section will contain the disaster recovery plan describing in detail how services will be resumed and timetables.
- f) Transition Plan: This section shall include a detailed description of the Offeror's plan for executing the transition operations from the two incumbent Offerors to the Offeror's organization by October 1, 2016. Offeror shall provide a detailed plan explaining the steps necessary to



transition from one Contact Center to another Contact Center, including identification of risks and mitigation. Offeror shall include any previous transition experience. For current Offeror platforms and related technical information, Offeror will include a description of how the End-to-End Test Period will be conducted. The plan shall contain milestones, personnel commitment, and firm time tables. Offeror shall also submit a transition-out plan describing the transfer of operations from the Offeror's organization to a potential new offeror or the Government at the end of the contract.

## **VOLUME II – PAST PERFORMANCE FACTOR**

The offeror shall submit a list of three contracts completed during the past three years or currently being performed that are similar to the solicitation size, scope and complexity. The Government will make the determination of relevance (based on size, scope, and complexity of requirement). Contracts listed may include those entered into with the Federal Government, agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition. For the purposes of this solicitation, a major subcontract is defined as 20% of the total contract effort. Data concerning the prime Contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall include the following information for each contract and/or subcontract listed, organized by the Sections outlined below.

### **Section I: Contract Descriptions**

- a. Name of Contracting Organization
- b. Contract Number and Task Order Number, if applicable (for subcontracts, provide the prime contract number and the subcontract number)
- c. Contract Type
- d. Awarded Price/Cost
- e. Final or Projected Final Price/Cost
- f. Delivery Schedule, including Dates of Start and Completion of Work
- g. Description of Requirement (Include detail on how the effort is relevant to the requirements of this solicitation.)
- h. Contracting Officer's Name and Telephone Number
- i. Program Manager's Name and Telephone Number
- j. North American Industry Classification System (NAICS) Code

### **Section II: Performance**

The offeror shall provide information on problems encountered on the identified contracts and the offeror's corrective actions. For any contracts/task orders that did not/do not meet original cost, schedule, or technical performance requirements, provide a brief explanation of the reasons for the shortcomings and any corrective actions taken to avoid recurrence. The offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offeror shall indicate if any of the contracts listed were terminated and the reasons for the termination. The offeror shall describe any key results (such as deliverables or recommendations that were offered), and if known, the outcome of the effort for the client.

### **Section III: New Corporate Entities**

New corporate entities may submit data on prior contracts involving its officers and employees. In addition to the other requirements in this section, the offeror shall discuss in detail the role performed by

such persons in the prior contracts cited. Information should be included in the files described in the sections above.

The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance. The Government may consider past performance information obtained through other sources which is reasonably available and determined to be relevant. Past performance information obtained will be used for both the responsibility determination and best value decision.

#### Past Performance Questionnaires (PPQs)

The offeror may submit a maximum of three Past Performance Questionnaires (PPQs) (See ATTACHMENT E of this solicitation). The offeror shall distribute the PPQ found in the solicitation to a point of contact (POC) for each of the past performance references found in the above mentioned narrative. The Government will accept only one completed PPQ per reference and a maximum of three completed PPQs. The offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the CO and the CS at Julie.Partridge@va.gov and [Tamara.Dean@va.gov](mailto:Tamara.Dean@va.gov) NO LATER THAN THE CLOSING DATE OF THE SOLICITATION (inclusive of any closing date extensions granted via amendment). Late submissions may not be evaluated.

### **VOLUME III – PRICE**

Offerors shall submit a completed ATTACHMENT A - PRICING SCHEDULE. The estimated level of effort for the Offeror's approach for each task to include labor categories and associated hours for the prime and any proposed team member and/or offeror shall be submitted in the form of a completed ATTACHMENT F- LABOR CATEGORY LABOR MIX SPREADSHEET.

Price Rounding Issue - The Government requires Offerors to proposal unit prices and total prices that are two decimal places and requires the unit prices and total prices to be displayed as two decimal places. Ensure that the two digit unit price multiplied by the item quantity equals the two digit total item price (there should be no rounding). Offerors shall ensure that the actual values in the spreadsheet cells are no more than two decimal places even if values in the spreadsheet cells are formatted to display two decimal places.

### **VOLUME IV - SF1449, Amendments, and Other Documents**

This Volume shall contain the following:

- a. Signed Standard Form (SF1449) and Acknowledgement of Amendment(s), if any. An official authorized to bind the firm shall sign the SF 1449, all amendment(s) (SF30s), and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.
- b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. Offerors are hereby advised that any Offeror-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award.
- c. Offeror's statement(s) as required by paragraph b. of the VAAR Clause 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST.

(End of Addendum to 52.212-1)

## **E.2 FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) All proposals are subject to evaluation by a team of Government personnel. The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

### **1. TECHNICAL EVALUATION APPROACH**

- a. Risk relative to the proposed Technical Approach is evaluated as part of the Technical Evaluation to ascertain the degree of risk associated with the Offeror's proposed approach and the likelihood of success of the proposed approach.
- b. Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.
- c. Feasibility of Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements within the required schedule. Additionally, in accordance with FAR 15.404-1(e), the technical analysis will examine the need for the types and quantities of labor hours and the labor mix.
- d. Completeness - The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed (i.e., met and/or exceeded) in accordance with the proposal submission instructions of the solicitation.
- e. Key Personnel - The proposal will be evaluated to determine whether the Offeror's proposed key personnel are available and have the minimum required knowledge, skills, and experience to perform the tasks under the RFP. Technical proposals that include key personnel exceeding the minimum established requirements, to the Government's benefit, may be rated more favorably.

### **2. PAST PERFORMANCE EVALUATION APPROACH**

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the prime Offeror and all proposed major subcontractor(s). A major subcontractor is defined as one whose subcontract is for more than 20% of the total proposed price (must be determinable through the proposal). In either case, the prime Offeror and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating. Note, however, that in this assessment if both prime and proposed major subcontractor performance records are submitted, the Government will consider past performance for the proposed prime Offeror (identified in Block 17a of the SF 1449) to be significantly more important than past performance examples submitted for any other member of the Offerors' proposed structure.

The Government will conduct a performance risk assessment based on the quality, relevancy (size, scope, and complexity) and recency (within last three years) of the Offeror's past performance, as well as that of its major subcontractor(s), as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government will review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

The Government will review aspects of cost, schedule, and performance. Areas to be evaluated may include, but are not limited to, quality of service, timeliness of performance or adherence to delivery schedules, and effectiveness in program management (to include use and control of subcontractor(s)).

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

### **3. PRICE EVALUATION APPROACH**

The Government will evaluate price to determine whether or not it is considered fair and reasonable. The Government will evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1.

The Government may pay a higher price in order to assure superior performance. The Government will evaluate prices to determine whether the prices proposed are reasonable. A price is considered reasonable if it does not exceed what a prudent person in the conduct of competitive business would incur, or is not unreasonably low for the purpose of assessing whether risk of poor performance where the Offeror is forced to provide services at little or no profit. The Government will evaluate the offeror's proposed prices to determine if price are materially balanced or unbalanced and may be rejected if determined that the lack of balance poses an unacceptable risk to the Government.

A written notice of award or acceptance of an offer (mailed or otherwise furnished to the successful offeror within the time for acceptance specified) shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

As part of price evaluation, the Government intends to evaluate its option to extend services (FAR Clause 52.217-8 - Option to Extend Services). Offeror shall not submit a price for the potential one-half year extension of services period and the potential up to 6-month extension will not be interpreted as intended for routine use. Any extension under 52.217-8 will use the current period of performance contract rates.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an

offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

### **E.3 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (APR 2016)**

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.



(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The

*offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |

|  |  |
|--|--|
|  |  |
|--|--|

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |

|  |  |
|--|--|
|  |  |
|  |  |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

\_\_\_\_\_

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
|                |                    |
|                |                    |
|                |                    |

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
|                |                    |
|                |                    |
|                |                    |

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

#### Other End Products

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
|                |                    |
|                |                    |
|                |                    |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

|                     |                             |
|---------------------|-----------------------------|
| Listed End Product: | Listed Countries of Origin: |
|                     |                             |
|                     |                             |
|                     |                             |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;



(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

- (i) It [ ] is, [ ] is not an inverted domestic corporation; and
- (ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency

has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code \_\_\_\_\_(or mark “Unknown”).

Predecessor legal name: \_\_\_\_\_.

(Do not use a “doing business as” name).

(End of Provision)

#### **E.4 FAR 52.204-20 PREDECESSOR OF OFFEROR (APR 2016)**

(a) *Definitions.* As used in this provision--

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by NATO’s Support Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Contractor and Government Entity (CAGE ) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_\_.

(Do not use a “doing business as” name).

(End of provision)

## **E.5 FAR 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

## **E.6 FAR 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [ ] does not [ ] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [ ] have not [ ] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

**E.7 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

**E.8 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed Price single-award contract resulting from this solicitation.

(End of Provision)

## **E.9 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Strategic Acquisition Center - Frederick  
Department of Veterans Affairs  
321 Ballenger Center Drive, Suite 125  
Frederick MD 21703

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

## **E.10 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)**

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

## **E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
  - (5) Specifically request a ruling of the individual upon whom the protest is served;
  - (6) State the form of relief requested; and
  - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

## **E.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.14 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

| <b><u>FAR</u></b><br><b><u>Number</u></b> | <b><u>Title</u></b>                                | <b><u>Date</u></b>   |
|---|--|----------------------|
| 52.204-7                                  | SYSTEM FOR AWARD MANAGEMENT                        | <b>JUL 2013</b>      |
| 52.204-16                                 | COMMERCIAL AND GOVERNMENT ENTITY CODE<br>REPORTING | JUL 2015<br>NOV 2015 |
| 52.204-17                                 | OWNERSHIP OR CONTROL OF OFFEROR                    |                      |
| 52.212-1                                  | INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS          | OCT 2015             |
| 52.217-5                                  | EVALUATION OF OPTIONS                              | JUL 1990             |

(End of Provision)